

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373169

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademark Collateral		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDLEY CAPITAL CORPORATION		11/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL LLC		
<b>Street Address:</b>	280 PARK AVENUE		
<b>Internal Address:</b>	6TH FLOOR EAST		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1686974	A C G	
<b>Registration Number:</b>	1642516	VALU-FIL	
<b>Registration Number:</b>	3066404	ACCUCRETE	
<b>Registration Number:</b>	3089336	ACCURADIANT	
<b>Registration Number:</b>	3240214	ACCUQUIET	
<b>Registration Number:</b>	3496305	ALLIED CUSTOM GYPSUM PLASTERWORKS	
<b>Registration Number:</b>	3643915	ACCULEVEL	
<b>Registration Number:</b>	3295162	DYNAPLAST	
<b>Registration Number:</b>	3421320	ALLIED CUSTOM GYPSUM	
<b>Registration Number:</b>	3923316	ACG PLASTERWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572913		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		

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**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 51494.007 HARRISON

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 02/12/2016

**Total Attachments: 5**

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of November 2, 2015, from **MEDLEY CAPITAL CORPORATION**, a Delaware corporation, as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the “Existing Agent”), to **MEDLEY CAPITAL LLC**, a Delaware limited liability company, as the successor Collateral Agent for the Secured Parties effective as of November 2, 2015 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 21, 2012 by **HARRISON GYPSUM, LLC**, an Oklahoma limited liability company (the “Grantor”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 21, 2012 at Reel 4927, Frame 0249 (the “Trademark Security Agreement”), the Grantor granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.
3. Further Assurances. Subject to the terms of that certain Resignation of Agent and Appointment of Successor Agent Agreement, dated as of November 2, 2015, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

**MEDLEY CAPITAL CORPORATION**

By:   
Name: Richard T. Allorto  
Title: Chief Financial Officer

Accepted and Agreed:

SUCCESSOR AGENT:

**MEDLEY CAPITAL LLC,**  
as Collateral Agent


By:  \_\_\_\_\_

Name: Richard T. Allorto

Title: Chief Financial Officer

**Schedule 1**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Serial No.</u> <u>Reg. No.</u> <u>Reg. Date</u></b>	<b><u>Status</u></b>
Harrison Gypsum, LLC		74/055,957  1,686,974 05/12/1992	Registered
Harrison Gypsum, LLC	VALU-FIL	74/055,959  1,642,516 04/30/1991	Registered
Harrison Gypsum, LLC	ACCUCRETE	76/575,413  3,066,404 03/07/2006	Registered
Harrison Gypsum, LLC	ACCURADIANT	76/640,122  3,089,336 05/09/2006	Registered
Harrison Gypsum, LLC	ACCUQUIET	76/592,023  3,240,214 05/08/2007	Registered
Harrison Gypsum, LLC	<b>ALLIED CUSTOM GYPSUM PLASTERWORKS</b>	76/596,042  3,496,305 09/02/2008	Registered
Harrison Gypsum, LLC	ACCULEVEL	76/640,121  3,643,915 06/23/2009	Registered

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
Harrison Gypsum, LLC	<b>DYNAPLAST</b>	78/726,389  3,295,162 09/18/2007	Registered
Harrison Gypsum, LLC	<b>ALLIED CUSTOM GYPSUM</b>	77/084,527  3,421,320 05/06/2008	Registered
Harrison Gypsum, LLC		77/084,490  3,923,316 02/22/2011	Registered